

CT2.301# - CUTTING UNIT BOUNDARIES (05/2003)

The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

See Cutting Unit Boundary Designation Table

Sale Name: Buster Lake Road

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CT2.355# - INDIVIDUAL TREES(CUT TREE MARKING) (05/2003)

Notwithstanding BT2.35, individual trees are designated for cutting only if marked above and below stump height as show in the table below:

See Cut Tree Marking Table

Sale Name: Buster Lake Road

CT4.211 - DOWNPAYMENT (02/2008)

The downpayment amount shown on Page 1 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach;
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

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CT5.12# - USE OF ROADS BY PURCHASER (01/2003)

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

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CT5.31# - ROAD MAINTENANCE REQUIREMENTS (01/2003)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

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CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (01/2004)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$

\$1.00 per CCF.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The "Road Maintenance Agreement" is available for inspection at the Forest Supervisor's Office.

Deposit Made To	Rate	Unit of Measure
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N/A

CT5.36# - SNOW REMOVAL (04/2003)

Snow removal shall be done in a manner to preserve and protect the roads to insure safe and efficient transportation and to prevent unacceptable erosion damage to roads, streams, and adjacent lands.

A. Description. Snow removal work by Purchaser shall include:

1. Removal of snow from entire road surface width including turnouts.
2. Removal of snow slides, minor earth slides, fallen timber and boulders that obstruct normal road surface width including turnouts.
3. Maintain drainage so that the drainage system will function efficiently.

B. Performance. All items of snow removal shall be done currently as necessary to insure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance.

1. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
2. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
3. Ditches and culverts shall be kept functional during and following roadway use.
4. Snow berms shall not be left on the road surface. Berms left on the shoulder of road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.
5. Dozers and skidders shall not be used to plow snow on system roads without written approval of Forest Service. Upon approval, dozers and skidders must be equipped with shoes or runners to keep the plow blade a minimum of 4 inches above the road surface unless specifically removed from the requirements in writing.
6. Snow must not be removed to the road surface. A minimum 4 inch depth must be left to protect the roadway.
7. Purchaser's damage from, or as a result of, snow removal shall be restored in a timely manner.

CT6.312# - SALE OPERATION RESTRICTIONS (11/2006)

Unless otherwise agreed in writing, sale operations will be restricted as listed below:

See Sale Operation Restriction Schedule Table

Sale Name: Buster Lake Road

CT6.341 - PREVENTION OF OIL SPILLS (IDAHO FORESTS) (05/2006)

If Purchaser maintains storage facilities for petroleum or petroleum products on Sale Area, Purchaser shall take appropriate preventive measures to ensure that any spill of such petroleum or petroleum products does not enter any stream or other waters of the United States or any of the individual States.

Petroleum or petroleum product storage containers with capacities of more than 200 gallons, stationary or mobile, shall be located no closer than 100 feet from stream, watercourse, or area of open water. Dikes, berms, or embankments shall be constructed to contain at least 110% of the volume of petroleum products stored within the containers. Diked areas shall be sufficiently impervious and of adequate capacity to contain spilled petroleum products.

If the total petroleum or petroleum products storage exceeds 1,320 gallons in containers of 55 gallons or greater, Purchaser shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA requirements (40CFR 112), including certification by a registered professional engineer.

Purchaser shall notify Contracting Officer and appropriate agencies of all reportable (40CFR 110) spills of petroleum or petroleum products on or in the vicinity of Sale Area that are caused by Purchaser's employees, agents, contractors, subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's operations. Purchaser will take whatever initial action that may be safely accomplished to contain all spills.

CT6.7# - SLASH TREATMENT (04/2003)

Slash is defined as logs, tops, limbs, and other woody material, exclusive of stumps, which is created by the logging operation and remaining on the ground after logging. In areas where Purchaser-created slash is intermingled and inseparable with pre-existing slash, slash disposal requirements shall apply to the pre-existing slash as well as the Purchaser-created slash. Such areas are designated in the Purchaser Slash Responsibility Table herein.

Unless otherwise agreed in writing, Purchaser shall perform the following work described below and/or as shown on the Sale Area and/or Slash Disposal Map.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of the sale area.

See Purchaser's Slash Responsibility Table

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CT6.71 - CHANGES IN SLASH TREATMENT (11/2006)

Slash treatment measures required in CT6.7 may be changed upon written agreement. The Forest Service shall determine the current cost of performing the work to be deleted and the work to be added. When the cost of work deleted exceeds the cost of work added, the agreement shall provide for a lump sum payment to the Forest Service for the amount of the difference. When the cost of work added exceeds the cost of work deleted, the change may be made only if the Purchaser agrees to making the change with no cost adjustment.

CT6.8# - MEASURING (09/2003)

The estimated quantity of timber on Page 1 has been determined by standard procedures described in FSH 2409.12, Timber Cruising Handbook.

The following table describes the type of cruising method used to determine quantities:

See Cruising Method Table

Estimated quantities of timber subsequently included under BT2.13, BT2.14, BT.2.31, BT2.32, BT2.33, BT2.34, BT2.35 or BT2.37 not previously measured will be determined using standard cruise methods as described in FSH 2409.12, Timber Cruising Handbook, or, if attached, using the Additional Volume Calculation Table based on information generated from the timber sale cruise.

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CT6.81# - ACCOUNTABILITY (04/2009)

The following requirements are applicable to Product Removal Permits:

1. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit books for use only on this sale. Product Removal Permit books, whether used or unused, shall be accountable property of Forest Service and shall be returned to issuing Forest Service Office in accordance with instructions contained in each book. Each book which is not returned to the Forest Service will be considered a lost book and liquidated damages of \$500 will be assessed.
2. Purchaser shall require all permits be completed in accordance with the instructions contained on the inside cover of each book.
3. Each load will have the last three digits of the load receipt number painted on both ends of three logs with Red paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

Purchaser shall require vehicles hauling Included Products to stop at agreed upon locations for purposes of monitoring accountability. The parties shall agree upon the haul route prior to operation.

CT7.2 - FIRE PRECAUTIONS (04/2003)

Specific fire precautions are as follows:

State Fire Laws. Where State laws provide specific requirements, these requirements must also be met.

Smoking and Lunch Fires. Purchaser shall prohibit smoking and the building of fires by persons engaged in Purchaser's Operations, except at established camps and shall enforce this prohibition by all means within Purchaser's power. Forest Service may, on written request of Purchaser, designate places where (1) campfires may be built for the purpose of heating lunches or (2) smoking may be permitted. Such designated places shall be cleared of flammable material to mineral soil prior to use.

Debris Around Structures. Purchaser shall clear and maintain an area free of flammable material for a distance not less than 15 feet from buildings, tents, and other structures connected with Purchaser's Operations.

Furnishing of Tools. Purchaser shall furnish sufficient fire tools of a kind and type satisfactory for fire suppression to equip persons engaged in Purchaser's Operations. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by Purchaser and readily available to employees. Each toolbox shall be marked "Tools for Fire Only," painted red and kept sealed.

Fire Tools on Equipment. Each tractor, power skidder, power loader, and motor truck shall be equipped with one size 0, or larger, round-pointed shovel. Shovels shall be so placed on the machines that they can be readily obtained at all times.

Spark Arresters. Each gasoline or diesel internal combustion engine, except powersaws, shall be equipped with a spark-arresting device which has been approved by Forest Service. After installation, spark-arresting devices shall be kept in a satisfactory working condition.

Powersaws. Each gasoline powersaw shall have a spark arrester muffler affixed and in good working condition. Said spark arrester-muffler shall be of the construction and maintained to the standards approved by Forest Service. In addition, one chemical pressurized fire extinguisher of not less than 8-ounce capacity, by weight, and one size 0, or larger, round-pointed shovel shall also be provided.

The spark arrester-muffler, extinguisher, and shovel shall be maintained in good working condition at all times. The shovel and extinguisher shall be readily available.

Blasting. The use of fuses and detonating cord in blasting shall not be permitted.

During Fire Precautionary Period, blasting shall be permitted as follows:

A. When the predicted Condition Class reaches 3 (High), a watchman shall patrol the blasting area for at least 1 hour following blasting. The watchman shall have available for immediate use a standard fire shovel and a 5-gallon water filled backpack pump.

B. When the predicted Condition Class reaches 4 (Very High), blasting shall be restricted to cleared areas and terminated daily by 11 a.m. local time. The watchman requirements shall be as in item A above.

C. Blasting operations may be terminated when the predicted fire danger reaches extreme conditions.

Gasoline and Oil Storage. Gasoline, oil, grease, or other highly flammable material shall be stored in a separate building (or on site where all flammable debris has been cleared away within a radius of 25 feet).

Storage buildings (or sites) shall be a minimum distance of 50 feet from other structures. A suitable shovel, and dry sand in a covered container of not less than 25-gallon capacity (or a fire extinguisher of not less than 2-quart capacity of a type approved by the Underwriter Laboratory for gasoline and oil

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fires), shall be placed at each gasoline and oil shed, or other motor-fueling station. Mobile servicing units shall be equipped with a fire extinguisher of not less than 2-quart capacity of a type approved by the Underwriter Laboratory for gasoline and oil fires.

Camp Hazards. Stoves, stovepipes, chimneys, and electric wiring shall be located and maintained to the safety standards set forth in applicable sections of the Forest Service Health and Safety Code, dated March 1970, as revised.

Burning Plan. No slash burning shall be started by Purchaser without obtaining Forest Service approval of a written burning plan and also obtaining a burning permit from Forest Service.

CT8.65# (Option 1) - USE OF TIMBER (01/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for NONE determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Subsection, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.